

EXHIBIT “A”

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In consideration of payment of \$150,000 to Investment Grade Loans, Inc. (hereinafter referred to as IGL), FLETCHER HARTWELL HYLER and SHERYL ROOT HYLER (hereinafter referred to as "HYLERS"), IGL hereby grants the "HYLERS") an option to reacquire title (by deed or rescission) by paying the settlement balance regarding the IGL loans (i.e., the 2nd and 3rd Deeds of Trust) (hereinafter referred to as the "Loans") on the real property and residence located thereon commonly known as 5070 Alpine Road, Portola Valley, CA 94028 (hereinafter referred to as the Property").

The terms of the option are as follows:

1. Upon receipt of the aforementioned \$150,000 consideration on Monday, January 28, 2008, IGL will grant HYLERS until the close of business on February 05, 2008 to either fund a new first loan in the amount of approximately \$5.5 million, thereby paying off the current first loan on the property to Atlantic Seaboard Partners, or gain Atlantic Seaboard's agreement to delay the sale date.
2. HYLERS shall then have an additional 90 days (or such period of time that Seaboard agrees to delay the sale) from February 05, 2008 in which to obtain financing to pay IGL any remaining balance due, it being understood that the agreed balance shall be \$1.9 million, together with interest and legal fees accruing thereon from October 14, 2007 until paid in full, less the \$100,000 described in Paragraph 4 below that is to be applied to the balance due IGL.
3. The points, closing costs, or other similar assessments associated with the amounts financed by HYLERS referenced in Paragraph 2, above, shall not increase the agreed balance due IGL from HYLERS.
4. HYLERS understand and agree that the \$150,000 payment described above shall be divided with \$100,000 to be applied to the balance due to IGL, and the remaining \$50,000 retained by IGL as a "forbearance fee."
- 4 During the period described in paragraph 2 above, HYLERS shall be permitted to remain in the Property pending the completion of refinancing as described above.

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5. Pending full performance by the Hylers, IGL shall retain title to the property and its judgment for Possession, it being understood that a failure to meet any of the above deadlines will cause a new Writ of Execution to be levied to obtain possession of the property.

6. This Agreement may be signed in counterpart and facsimile transmitted documents will be considered as originals.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth opposite their signatures hereto.

Date: January 28, 2008



Andrew Lewis, for IGL

Date: January 28, 2008



Fletcher Hartwall Hyler

Date: January 28, 2008



Sheryl Koor Hyler